

MEMBERSHIP ACCOUNT AGREEMENT

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the depositor named on the account.
- "We," "our," and "us" refer to the financial institution.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip. The term includes a "check" or "checks." The terms "check" and "checks" represent share drafts or checks.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks or drafts that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

DEAR CREDIT UNION MEMBER:

If you sign your membership application or continue to have an account with us, you agree to these terms and conditions, our bylaws and any amendments thereto. Your account is also governed by applicable laws, as well as other documents applicable to your account, including the Truth in Savings Account Disclosure, Privacy Policy, Funds Availability Policy and/or Electronic Fund Transfer (Agreement and) Disclosure ("Disclosures"), which are incorporated by reference.

1. Funds Deposited. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions initiated by mail until we actually record them. We may refuse to accept particular share drafts/checks or other items as a credit to your account at our discretion. Any cash deposited will be credited to your account in accordance with this Agreement. Any other item that you deposit will be handled by us in accordance with our usual collection practices. If any item you deposit is returned unpaid, we will debit your account and adjust any dividends earned. You will, in any event, be liable to us for the amount of any share draft/check or other item you deposit to your account that is returned unpaid, plus our costs and expenses associated with the collection of all or part of such amount from you, including reasonable attorney fees. You understand you may not be able to withdraw funds until we have received final settlement for any item deposited. Any funds deposited on Saturdays, Sundays, Holidays, or after our cut-off hour on business days, will be credited to your account at the beginning of the next business day. Funds deposited may be subject to a service charge. Funds shall be handled in accordance with our Disclosures, which will control the banking day funds are deemed received by us and when they will be available for withdrawal.

2. Collection of Items Deposited. In receiving items for credit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any item deposited, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any item deposited at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of items deposited or for any damages resulting from any of those actions.

3. Balance Requirements, Fees, Liability and Service Charges. You agree you are responsible for any fees, charges, balance, or balance/share requirements as stated in the Disclosures. We reserve the right to impose a service charge for cashing share drafts/checks or other items drawn on your account if the person cashing the share draft/check or other item is not a member of this credit union. If you request and are eligible for a limited access checking or savings account, and meet the requirements for this these accounts, you will not be charged a service, maintenance, or other similar charge and your account will not be subject to a minimum balance requirement, a charge for a deposit or withdrawal, or a fee for the initial order or subsequent refills of the basic line of share drafts/checks offered by us. You may still be charged fees for certain services as specified in the Disclosures. This Agreement also includes your promise to be jointly and severally liable for any account deficit resulting from charges or overdrafts, together with any costs we incur to collect the deficit, including our collection costs and reasonable attorney fees, as allowed under governing law. You agree that at our option we may suspend your membership rights, except for the member's right to vote and maintain a share account, if you violate any of the terms of this Agreement.

4. Lien Impressments. We may at any time (without prior notice, except as prohibited by law) impress and enforce a lien on any part of your accounts by applying the funds in this account against any debt owed to us now or in the future, by any of you having the right of withdrawal. This right does not apply to this account if: (a) it is an IRA or a tax-deferred retirement account; (b) the debtor's right of withdrawal arises only in a representative capacity; or (c) any other restrictions are imposed by state or federal law. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

5. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

6. Pledges. Each owner of this account may pledge some or all of the funds in the account for any purpose to which we agree, unless we receive written notice from you of a different intention. Any pledge of this account must first be satisfied before the rights of any joint account survivor, payable on death beneficiary, or trust account beneficiary becomes effective. For example, if one joint tenant pledges the funds evidenced by this Agreement for a debt (i.e. uses it to secure debt) and then dies, (1) the surviving joint tenant's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

7. Expenses. Any expenses arising from attachment, garnishment or levy of your account will be your responsibility. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third-party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third-party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

8. Dormant/Inactive Accounts. You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with state law.

9. Individual Account. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate. If we are uncertain of who should receive a payment under this Agreement or if we have actual knowledge of a dispute between you and any other person claiming an interest in the account, we may refuse to make a payment to you. If we do so, we will notify you and all other persons claiming an interest in writing for the basis of our refusal, and we may continue to refuse the payment until we receive consent from all interested parties or we make a payment pursuant to a court order. We will not be liable if we refuse to make a payment to you from your account.

10. Joint Accounts. If this is a joint account, we are authorized to recognize any of the signatures on the Membership Application in the payment of funds or the transaction of any business for this account. All shares are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor share drafts/checks, orders, or other items or withdrawals or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law. The right or authority of the credit union under this paragraph shall not be changed or terminated by said owners, or any of them except by written notice to us which shall not affect transactions made before the notice becomes effective.

If this account is noted as a **joint account with right of survivorship**, on the death of one party to a joint account, all sums in the account on the death vest in and belong to the surviving party(ies) as his or her separate property and estate. Surviving party(ies) of a joint account may continue their membership with us if the surviving party(ies) is eligible for membership and meets all membership requirements. In the event this account is designated as a **joint account without right of survivorship**, and we receive written notice of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account.

11. In Trust For Account. If the account is designated as an In Trust For account, you may change the named beneficiary at any time by written direction to us. Upon your death, or if there are two or more trustees, upon the death of the last trustee, the amount then on deposit together with the dividends may be paid to the beneficiary or to the beneficiary's legal representative. We will not release any funds, however, until all legal documents have been delivered to us. We will not be liable for any payments or withdrawals made in accordance with state law.

12. Custodial and Fiduciary Accounts. A fiduciary or custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfers to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.

13. Authorized Signer (Agent) Designation. Your named agent may make account transactions for you but has no ownership or rights at death unless named as an In Trust For beneficiary. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent's authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent's authority terminates upon your disability or incapacity. If you failed to specify whether or not the agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party or last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

14. Power of Attorney. If you wish to name another person to act as your attorney-in-fact or agent in connection with your account, we must approve the form of appointment.

15. Direct Deposits. If, in connection with a direct deposit plan, we deposit any amount in this account which may have to be returned to the federal government for any reason, you authorize us to deduct the amount of our liability to the federal government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

16. Share Drafts/Checks. All negotiable paper ("share drafts/checks") presented to us must be in a format that can be processed and/or photographed. We may refuse to accept any share draft/check that does not meet this requirement. All endorsements placed on the reverse side on any share draft/check which you deposit to your account, must be placed so that they are on the left side of the share draft/check when looking at it from the front and must be placed so they do not go beyond an area located 1-1/2 inches from the left edge of the share draft/check when looking at it from the front. We may refuse to accept any share draft/check that does not meet this requirement, and if we do accept it, you will be completely responsible for any loss incurred by us which is premised on an endorsement not meeting this requirement, including reasonable attorney fees.

17. Electronic Share Drafts/Electronic Checks and Electronically-Created Items. Pursuant to Regulation CC, electronic share drafts/checks may be treated the same as paper share drafts/checks for share draft/check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

18. Non-Sufficient Funds and Overdrafts. If your account lacks sufficient funds to pay a debit transaction or item presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the debit or item or (2) pay the debit or item at our discretion.

- ☐ **Available Balance.** We use an available balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay a Debit or Item. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: share drafts/checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

Return Item for Non-Sufficient Funds. If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fee. Pursuant to National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

Overdrafts. If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

- ☐ **Actual (Ledger) Balance.** We use an actual (ledger) balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay a Debit or Item. The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or share drafts/checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

Return Item for Non-Sufficient Funds. If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fee. Pursuant to National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

Overdrafts. If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

- ☐ We use an available balance to determine if we pay a debit or item and we use an actual (ledger) balance to assess fees. If this is the case, the applicable rules described above will apply.

If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Overdraft Services Consent Form for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

19. Processing Order. We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for the debits and credits in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

20. Stop Payments.

Stop Payments on Checks. If you request us to stop payment on a share draft/check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the share draft/check or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a share draft/check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the share draft/check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not

constitute a representation by us that the share draft/check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen share drafts/checks, whether a single share draft/check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

Stop Payments on ACH Debits. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), NACHA Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the share draft/check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

21. Remote Deposit Capture. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."

22. Preauthorized Checks or Drafts. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

23. Stale or Postdated Share Drafts/Checks. If you can write share drafts/checks on your account, you agree not to postdate any share draft/check drawn on the account. We may pay any postdated share draft/check unless you have given us written notice of the postdating describing the share draft/check with reasonable certainty. The notice is effective for 6 months and must be received at such time and manner as to afford us a reasonable opportunity to act on it. We are not liable to you for paying any stale or postdated share draft/check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the share draft/check.

24. Verifying Funds Availability for Share Draft/Check. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a share draft/check or other item from you.

25. Share Draft/Check Safekeeping. If you can write share drafts/checks on your account and utilize a share draft/check safekeeping or any other system offered by us for the retention of your share drafts/checks, you understand that the canceled share drafts/checks will be retained by us and destroyed after a reasonable time period or as required by law. At your request, we will provide without charge up to 25 canceled instruments or legible copies of the fronts and backs thereof per calendar year. Additional copies may be subject to a fee, as indicated in the Schedule of Fees or Disclosures. If for any reason we cannot provide you with a copy of a share draft/check, our liability will be limited to the lesser of the face amount of the share draft/check or the actual damages sustained by you.

26. Remotely Created Checks. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such check.

27. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original share draft/checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original share draft/check. Some or all of the share drafts/checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

28. Statements. If your account is a Share Draft/Checking, Money Market, or Statement Share account, we will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives the statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have

supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

29. Electronic Statements and Notices. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures. In order to receive your account information in an electronic form, the receiving system may have to meet specific requirements. We will keep you informed of any change to the minimum hardware or software requirements.

30. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the Nacha Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

31. Real-Time Payments. You may send and receive certain payments or payment-related messages through a real-time payments system, such as The Clearing House's Real Time Payment (RTP®) network or the Federal Reserve's FedNow® Service. Real-time payments, or instant payments, allow you to have immediate availability of these funds twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks a year. These payments may be subject to transaction limits (e.g., \$500,000) and settlement is final and irrevocable. Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time payments system used, as well as the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC.

32. Facsimile Signatures. Your signature on the Membership Application form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most share drafts/checks, drafts, orders, or other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of share drafts/checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

33. Restrictive Legends. We are not required to honor any restrictive legend on share drafts/checks you write unless we have agreed to the restriction in a writing signed by an officer of the credit union. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

34. Notices. You are responsible for notifying us of any address or name changes, the death of a member or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.

35. Certified Beneficial Owner Information. If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

36. Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in

unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

37. Telephone and Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

38. Online or Mobile Services. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

39. Closing Account. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. We have the authority to pay an otherwise properly payable item at our discretion, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a share draft/check for the balance in our possession to which you are entitled.

40. Amendments and Alterations. Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

41. Transfers and Assignments. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

42. Effective Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

43. Account Disclosure. At the time you opened your account, you received Disclosures which provided a schedule of all fees and charges applicable to the account, the dividend rate and applicable Annual Percentage Yield, minimum balance requirements and other pertinent information related to the account. This information found in the disclosure may change from time to time. If such a change would adversely affect your account, we will provide you with written notice 30 days prior to the change. However, you will not receive a notice if the only change is a decrease in the dividend rate on a variable rate account.

44. Our Waiver of Rights. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

45. Your Waiver of Notice. By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

46. Death or Incompetency. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

47. ☐ This account pays interest instead of dividends. For purposes of this Agreement, the term "dividends" has the same meaning as "interest".

48. Payment of Interest or Dividends. For interest bearing accounts, if we have indicated above that this account pays interest instead of dividends, then interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account. If we have indicated above that this account pays dividends, then by law we are prohibited from guaranteeing the payment of dividends or that the dividends we do pay are at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period.

49. Account Security.

Duty to protect account information and methods of access - It is your responsibility to protect your account number(s) and any electronic devices that allow you to access your account (such as an ATM card) that we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them the ability to access your account(s) and use all of your money. An account number can be used by thieves to debit money from your account electronically or to forge checks drawn on your account(s). If you furnish your ATM card or other electronic access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are still liable for the transfers unless you notify us that transfers by that person are no longer authorized and we have had a reasonable period of time to act on that notification.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

50. Credit Verification. You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

51. Large Cash Withdrawals. We recommend you take care when making large cash withdrawals because carrying large

amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

52. Telephone Transfers. If we permit you to make transfers of funds from this account to another account with us by telephone, then such telephone transfers may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

53. Claims of Loss. The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

ACCOUNT SPECIFIC PROVISIONS. In addition to the General Rules, the following rules apply to specific types of accounts:
SAVINGS SHARE ACCOUNTS AND MONEY MARKET ACCOUNTS

Withdrawals. We reserve the right to require you to notify us of your intentions to withdraw shares or to withdraw funds from the account as explained in the Disclosures.

Transaction Limitations. Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

Restrictions on Money Market and Savings Accounts. If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated.

No Restrictions on Money Market and Savings Accounts. If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations.

Please refer to the Disclosures to understand which transaction limitations, if any, apply to your account.

SHARE CERTIFICATE ACCOUNTS

Account Terms. The Certificate bears dividends at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the dividends rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Dividends will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.

Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

Additional Deposits During The Term. No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

Early Withdrawal Penalty. Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures.

Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Dividends for that renewal term will be paid at the dividends rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.

Single Maturity. Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe our policy concerning the account's status following the maturity date. To ensure a continuation of dividends earning, you must arrange for a new investment of the account balance.

Addendum to First Citizens' Federal Credit Union Membership Account Agreement, effective as of

This Addendum ("Addendum") amends the First Citizens' Federal Credit Union Membership Account Agreement between you and us. READ THIS ADDENDUM CAREFULLY AS IT AFFECTS HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. IF YOU DO NOT OPT OUT AS PROVIDED BELOW, ALL DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO BINDING INDIVIDUAL ARBITRATION. Solely for purposes of this Addendum, the terms "we," "us," "our" and financial institution in addition to referring to First Citizens' Federal Credit Union, also refer to First Citizens' Federal Credit Union's employees, officers, directors, parents, agents, subsidiaries, affiliates, successors and assigns.

From time to time, you may have concerns having to do with your account or other matters. Most concerns can be resolved by calling our representatives at . In the event that a Dispute (as defined below) arises between you and us about the Membership Account Agreement or any services that we provide, you and we agree to work in good faith to resolve such Dispute.

If we are not able to resolve a Dispute within thirty (30) days after we receive a Notice of Dispute (as described below) and it is within the jurisdiction of a small claims court, either party may seek relief in small claims court of having jurisdiction over

the Dispute.

If we are not able to resolve a Dispute within thirty (30) days after we receive a Notice of Dispute (as described below) and it is *not* within the jurisdiction of a small claims court, you and we agree to resolve the Dispute exclusively through binding individual arbitration before the American Arbitration Association (“AAA”) in accordance with terms set forth in this Addendum. Some rights (such as the right to obtain information from the other party and the right to appeal a decision) may be more limited in arbitration than they would be in a court proceeding. You and we agree and acknowledge that in our relationship arising from the First Citizens’ Federal Credit Union Membership Account Agreement and your account, the parties are participating in transactions that involve interstate commerce, and that the Federal Arbitration Act (“FAA”) governs the interpretation and enforcement of this Addendum.

JURY TRIAL WAIVER. YOU AND WE AGREE TO WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A JURY TRIAL OR TO THE OPPORTUNITY TO LITIGATE ANY DISPUTE IN COURT (EXCEPT IN SMALL CLAIMS COURT).

CLASS ACTION WAIVER. YOU AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION AGAINST US OR TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY SOMEONE ELSE TO LITIGATE ANY DISPUTE. You agree not to join in a Dispute with anyone other than persons who are joint account owners or beneficiaries on your account.

Disputes Covered. The term “Dispute” includes any and all claims, disputes, actions or other controversies, whether based in contract, tort, statute, fraud or any other legal or equitable theory, that arise out of or are related to this deposit account agreement; your account; any transaction, service, product or fee related to your account; or any other aspect of the relationship between you and us; provided, however, that the term “Dispute” does not include any claim, dispute, action or other controversy involving a consumer credit transaction secured by your dwelling (including a home equity line of credit secured by your principal dwelling) or consumer credit you received while you were a “covered borrower” as that term is defined by the rules and regulations of the Department of Defense implementing the Military Lending Act. Disputes subject to arbitration include those based on present, future or past events (including events that occurred before the effective date of this Addendum or any earlier agreement governing the terms and conditions of your account), whether asserted as original claims, counterclaims, cross-claims, third-party claims, interpleaders, or in any other form.

Mail a Notice of Dispute. If you have a Dispute and our representatives cannot resolve it, you agree to send a written Notice of Dispute to the Notice Address listed above. The Notice must describe your Dispute and clearly state what you want us to do. If we do not reach an agreement to resolve the Dispute within 30 days after we receive the Notice, either you or we may commence an arbitration proceeding or seek relief in small claims court as specified above.

Initiating Arbitration. To start an arbitration, a party must send a Consumer Arbitration Rules Demand for Arbitration (“Demand”) to the other party and submit a copy of the Demand and filing fee to the AAA. The form of Demand, the ways to submit a Demand to the AAA, and other information about the arbitration process are available at www.adr.org or 1-800-778-7879.

Arbitration Procedures. The AAA will conduct the arbitration under its Consumer Arbitration Rules (“AAA Rules”), as they may be modified by this Addendum. Any Dispute submitted for arbitration shall be heard and decided by a single arbitrator. For Disputes less than \$10,000.00, the arbitration will be conducted pursuant to the AAA’s Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person, telephone or videoconference hearing is necessary. For Disputes \$10,000.00 or greater, arbitration may be conducted in person, through the submission of documents, or by phone or videoconference, and the parties’ right to a hearing will be determined by AAA Rules. Proceedings that cannot be conducted through the submission of documents or by phone or videoconference will take place at a location reasonably convenient for both of us, or if we are unable to agree, at a location determined by the arbitrator.

The arbitrator shall have exclusive authority to resolve any disagreement or controversy relating to the validity, interpretation, scope or enforcement of this Addendum, or any other part or term of this deposit account agreement, or the existence or validity of this deposit account agreement as a whole (subject to the appellate and judicial review rights set forth below). All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. The arbitrator shall apply Massachusetts law to all claims, counterclaims, and defenses. The parties shall not be permitted to seek punitive, consequential, or indirect damages relating under any theory of liability. Judgment upon any arbitration award may be entered in any court having jurisdiction.

The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the arbitrator determines that the Class Action and Class Arbitration Waiver is invalid, void or unenforceable for any reason, in whole or in part, that determination is immediately reviewable by a court of law, and the parties hereby submit to the jurisdiction of such court for such purpose. The arbitration shall be stayed during the pendency of any such judicial review, including any appeals, requests for rehearing or petitions for certiorari.

Costs of Arbitration. If you submit a Demand to the AAA, you will pay the initial filing fee unless you get a fee waiver under the AAA Rules. If we submit a Demand, we pay the initial filing fee. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the AAA Rules and applicable law. However, we will advance or reimburse your fees if the AAA or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so.

Each party will bear the expense of that party’s attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. You will be entitled to recover attorneys’ fees in arbitration to the same extent you could in court, in accordance with applicable law. In our case, although we may have a right to recover attorneys’ fees if we prevail in arbitration, we agree that we will not seek such an award, unless the arbitrator finds that your Demand was not made in good faith or is frivolous, in which case you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under AAA Rules.

Preservation of Remedies. You or we can do the following without giving up the right to require arbitration:

- Seek remedies in small claims court on an individual basis for Disputes within that court’s jurisdiction, unless these Disputes are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Disputes to arbitration. Disputes filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Dispute.

- Exercise self-help remedies and take measures that do not involve a court or arbitration, including, but not limited to, setting off against your account(s).
- Comply with other contractual or mandatory regulatory procedures before a Dispute may be brought to arbitration.

Modification. Notwithstanding our right to amend the terms of this Addendum, arbitration of any Dispute will be conducted pursuant to the terms of this Addendum in effect at such time as we receive Notice of the Dispute, in writing, at the Notice Address listed above. If we make a change to this Addendum (other than address changes), you may reject that change by sending us written notice, within 30 days of the change, to the Notice Address listed above. If you do so, the most recent version of this Addendum that was in effect before the change you rejected will apply. This Addendum shall survive the closing of your account and remain binding on you and your heirs, legal representatives, successors and assigns.

Severability. If any term of this Addendum, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. The Class Action and Class Arbitration Waiver is non-severable and if, following the conclusion of the judicial review process described above, it is deemed or found to be invalid, void or unenforceable for any reason, this entire Addendum shall be null and void.

OPT OUT PROCEDURE. You have the right to opt out of this Addendum and doing so will not affect any other terms of this deposit account agreement or your relationship with us. TO OPT OUT OF THIS ADDENDUM FOR ACCOUNTS OPENED ON OR BEFORE _____, YOU MUST MAIL US WRITTEN NOTICE OF YOUR DECISION, POSTMARKED BY _____.

For accounts opened after _____, you must mail us written notice of your opt-out decision, postmarked within 30 days of opening your account. Your opt out notice must include your name, address, account number for each account you wish to opt out and your signature and must be mailed to: Deposit Operations, First Citizens' Federal Credit Union, _____ ("Notice Address"). This is the only method by which you can opt out of this Addendum. For joint accounts, an opt-out notice signed by one account owner shall apply to all owners listed on the account. This Addendum will apply to any Dispute relating to any account(s) for which we do not receive a timely and proper opt-out notice as described in this paragraph (including Disputes involving account owners added to your account in the future).

If you opt out of this Addendum, all other parts of the Membership Account Agreement between you and us will continue to apply to your account(s). Opting out of this Addendum has no effect on any previous, other, or future arbitration agreements that you may have with us.